

From: Monica Nino <Monica.Nino@cao.cccounty.us>

Sent: Monday, July 7, 2025 8:01 AM

To: Mike Vila <mike@mvpcllc.com>; Eric Angstadt <Eric.Angstadt@cao.cccounty.us>; Jami Morritt <Jami.Morritt@cob.cccounty.us>

Cc: Supervisor John_Gioia <John_Gioia@bos.cccounty.us>; Supervisor Candace Andersen <SupervisorAndersen@bos.cccounty.us>; Supervisor_Burgis <Supervisor_Burgis@bos.cccounty.us>; Ken Carlson <Ken.Carlson@bos.cccounty.us>; Supervisor Federal Glover <DistrictFive@bos.cccounty.us>; Warren Lai <warren.lai@pw.cccounty.us>; Sarah Price <sarah.price@pw.cccounty.us>

Subject: Re: Board of Supervisors Meeting 07.08.2025 - Public Comment - Pull Consent Item C.135

Good morning Mike,

Your email along with your attachments will be included as part of public comment for the consent calendar on 7/8/25.

Thank you,

Monica Nino, County Administrator

From: Mike Vila <mike@mvpcllc.com>

Date: Thursday, July 3, 2025 at 9:01 PM

To: Monica Nino <Monica.Nino@cao.cccounty.us>, Eric Angstadt <Eric.Angstadt@cao.cccounty.us>

Cc: Supervisor John_Gioia <John_Gioia@bos.cccounty.us>, Supervisor Candace Andersen <SupervisorAndersen@bos.cccounty.us>, Supervisor_Burgis <Supervisor_Burgis@bos.cccounty.us>, Ken Carlson <Ken.Carlson@bos.cccounty.us>, district5@bos.cccounty.us <district5@bos.cccounty.us>

Subject: Board of Supervisors Meeting 07.08.2025 - Public Comment - Pull Consent Item C.135

Hi Monica,

I respectfully request that the Board of Supervisors pull **File #25-2745, Consent Item C.135** from the Consent Calendar.

Public Comment on Consent Item C.135:

Dear Supervisors,

I have attached 4 highlighted documents that support my bid protest.

The County claims that KZ Tile's exclusion of the required 15-year manufacturer's warranty is "standard" and that my subcontractor also didn't include a warranty—therefore both bids are comparable.

That is factually and legally incorrect.

There is a critical difference between **failing to mention a warranty** and **explicitly excluding it**.

The Bid documents require us to bid per plan and spec, which includes all warranties, otherwise it would not be a complete bid.

KZ Tile's bid *explicitly* states:

"Does not include special 15 year manufacturer warranty per project manual..."

That is a clear and direct refusal to meet the project specifications.

In contrast, my subcontractor's bid **did not exclude** the warranty. Under public works bidding law, if a required specification is not excluded, it is assumed to be included. Silence **does not** equal noncompliance—it equals agreement with the bid documents. That is how the law works.

If we use Mr. Angstadt's approach then that would mean that none of the subcontractors included a warranty because they didn't have anything noted on their bids. That is not how it works. The only time we don't include a warranty is when we specifically state that, like my competitors subcontractors. With that logic, you would have a bid protest on all the other subcontractors not providing a warranty...

You cannot penalize a compliant bidder for not listing every required item when it's already part of the specifications.

But you *must* hold bidders accountable when they **explicitly exclude** a required warranty. To do otherwise is to ignore Public Contract Code §1103 and §4104, and court precedent.

This is not a minor issue. A contractor who cannot provide the required warranty **does not meet the bid requirements** and their bid is non-responsive on its face.

I respectfully urge the Board to uphold the law, protect the integrity of public contracting, and award the project to MVP Construction LLC

In the letter from the County Administrator, he states that MVP did not provide documentation showing that a warranty would not be provided. Which is patently false. Attached are the documents sent to the County that were clearly ignored showing the proof he referred to.

“Nevertheless, even if these allegations could now be considered, they are purely speculative and MVP has provided no documentation showing that Quiring and/or KZ Tile has insufficient experience with tile work or will be unable to provide the required certificate **or warranty.**”

Why is the County advising that the Board of Supervisors should ignore the law that we are all bound to follow. We are a nation of law and since when does the County get to choose what Public Contract Laws one contractor can follow and not the other.

Why is my competition allowed to use a contractor who made it clear they are not providing a warranty and is still allowed to be awarded the job as a responsive contractor ignoring all laws related to Public Contracting and previous Precedent set in our courts of California.

As stated, this job needs to be awarded to MVP, the only bidder that followed the law and submitted a complete and responsive bid with contractors that are providing all warranties and did not make specific exclusions like the above as stated in my bid protest.

Why is the law not being followed?

Thank you,

Mike Vila

Owner/President

M V P Construction LLC

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